

This Instrument Prepared by:
Minor Johnston Douglas, PLLC
124 East Market Street
Somerville, Tennessee 38068

DRIVEWAY EASEMENT

This Agreement is entered into this 2nd day of October, 2020, by and between CYNTHIA J. MARSH, (hereinafter referred to as "Marsh"), and JEFFREY D. COX (hereinafter referred to as "Cox").

WITNESSETH:

WHEREAS, Marsh is the owner of certain property located in Fayette County, Tennessee, containing 59.00 acres and designated by the Fayette County Tax Assessor as Parcel 021.02 on Tax Map 106, said property being more commonly known as 2075 Clay Pond Drive, Oakland, TN 38060 (hereinafter referred to as "Marsh's Property"), and;

WHEREAS, Cox is the owner of certain property located in Fayette County, Tennessee, containing 4.00 acres and designated by the Fayette County Tax Assessor as Parcel No. 021.04 on Tax Map 106, said property being more particularly described as Lot No. 2 of the Minor Plat of Unbridled Estates as recorded at Instrument No. 20007191, in the Register's Office of Fayette County, Tennessee (hereinafter referred to as "Lot 2") and;

WHEREAS, Marsh has constructed a driveway which runs along the west boundary line of Parcel No. 021.00, from Clay Pond Drive in a north and south direction to a terminus point at an approximate location of the southwest corner of said Parcel 021.00. (hereinafter referred to as "the Existing Driveway") and;

WHEREAS, Marsh agrees to allow Cox to construct a driveway which will connect to the Existing Driveway at a mutually agreed point on Marsh's property which shall be at a point immediately South of Lot 1 of the Minor Plat of Unbridled Estates but north of an existing culvert, which shall thereafter veer off of the Existing Driveway in a westerly direction in order to provide access to Lot 2 (hereinafter referred to as "the Cox Driveway") and;

WHEREAS, Cox shall be responsible for the cost of construction of the Cox Driveway and for any future maintenance and/or repair thereto, and;

WHEREAS, Marsh will grant to Cox a non-exclusive perpetual ingress/egress easement upon the Existing Driveway and upon that portion of the Cox Driveway which is located on Marsh's property for the purpose of allowing Cox for ingress and egress to Lot 2, and;

NOW THEREFORE, for and in consideration of the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Marsh does hereby grant, convey, create, establish and declare to exist in favor of Cox,

a non-exclusive perpetual easement upon the Existing Driveway **and** upon that portion of the Cox Driveway which is located on Marsh's property, for the purpose of allowing ingress and egress to Lot No. 2.

2. The Parties do agree that Cox shall be allowed to construct a driveway which will connect to the Existing Driveway at a mutually agreed point on Marsh's property which shall be a point immediately South of Lot 1 of the Minor Plat of Unbridled Estates, but north of an existing culvert, which shall thereafter veer off of the Existing Driveway in a westerly direction in order to provide access to Lot 2.

3. Cox shall be responsible for the cost of construction and for any future maintenance and/or repair thereto.

4. No person now or hereafter owning or having any other interest in either Marsh's Property or Lot No. 2 shall obstruct, impede or interfere with the reasonable use of the easement by any other such party for the purpose for which the easement has been created.


5. Upon the execution of this Driveway Easement, the parties shall hereinafter share equally in the reasonable and necessary cost and expenses associated with the maintenance and repair of the Existing Driveway, provided however, that in the event wear and tear to said Driveway is created as a result of construction, the party creating the excessive wear and tear shall be solely responsible for the costs and repairs related to said construction.

6. This Easement Agreement shall be binding upon the parties hereto and shall run with the land and be binding upon the subsequent owners of each parcel.

IN WITNESS WHEREOF, the parties do set their hands this 2nd day of October, 2020.



CYNTHIA J. MARSH



JEFFREY D. COX



ELISHA D. COX

STATE OF TENNESSEE
COUNTY OF FAYETTE

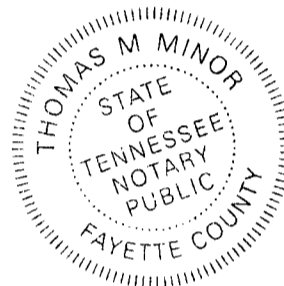
Personally appeared before me, the undersigned Notary Public within and for the aforesaid state and county, duly commissioned and qualified, CYNTHIA J. MARSH, the within named bargainor(s) with whom I am personally acquainted and who acknowledged that he/she/they executed the within named instrument as his/her/their free act and deed and for the purposed therein contained.

WITNESS my hand and official seal, at office in said state and county, this the 2 day of October, 2020.



NOTARY PUBLIC

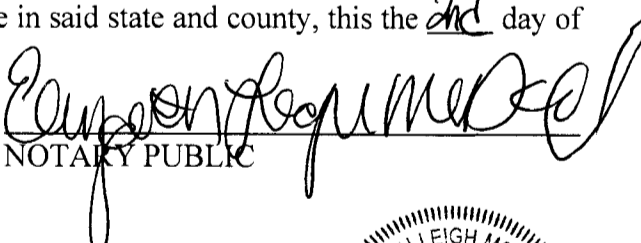
My commission expires:
9.4.22



STATE OF TENNESSEE
COUNTY OF Shelby

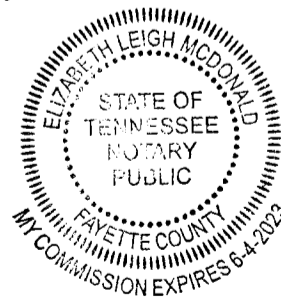
Personally appeared before me, the undersigned Notary Public within and for the aforesaid state and county, duly commissioned and qualified, JEFFREY D. COX and ELISHA D. COX, the within named bargainor with whom I am personally acquainted and who acknowledged that he/she/they executed the within named instrument as his/her/their free act and deed and for the purposed therein contained.

WITNESS my hand and official seal, at office in said state and county, this the 2nd day of October, 2020



NOTARY PUBLIC

My commission expires:



**FAYETTE COUNTY
TRANSFER**
OCT 16 2020
**MARK WARD
ASSESSOR OF PROPERTY**
BY Mark Ward

20008209

3 PGS:AL-EASEMENT	
EDDIE BATCH: 108612	
10/16/2020 - 12:28 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, FAYETTE COUNTY
ED PATTAT
REGISTER OF DEEDS